

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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RAQUEL WILSON AND MARK SNYDER,

Plaintiff,

-against-

CITY OF NEW YORK, DETECTIVE EDWIN MURPHY
(NYPD BROOKLYN NORTH NARCOTICS DIVISION)
POLICE OFFICER JOHN DOE 1 and POLICE OFFICER
JOHN DOE 2,

Defendants.
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**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

05-CV-00700 (RJD)(KAM)

WHEREAS, plaintiffs Raquel Wilson and Mark Snyder commenced this action, by filing a complaint in or about February 4, 2005 alleging that certain of their federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, plaintiffs and defendants now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, no party herein is an infant or incompetent for whom a committee has been appointed; and

WHEREAS, plaintiffs have authorized counsel to settle this matter as against defendants on the terms enumerated below:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed as against defendants, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiffs the sum of **Seventy Thousand Dollars (\$70,000)** in full satisfaction of all claims as against defendant City of New York, including claims for costs, expenses and attorney fees. The settlement monies shall be allocated as follows: Raquel Wilson, **Thirty Five Thousand Dollars (\$35,000)** and Mark Snyder, **Thirty Five Thousand Dollars (\$35,000)**). In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against defendants, and to release defendants, any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to the City defendant's attorney all documents necessary to effect this settlement, including, without limitation, releases based on the terms of paragraph "2" above, and Affidavits of No Liens on behalf of plaintiffs Raquel Wilson and Mark Snyder.

4. Other than as set forth in paragraph "2" above, plaintiffs and their counsel, or any party in privity with either of them, shall have no recovery for any damages, injury, equitable or other relief, or fees or costs in connection therewith.

5. Nothing contained herein shall be deemed to be an admission by defendant the City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This

stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 25, 2005

Mr. Wale Mosaku, Esq.
Attorney for Plaintiffs
25 Bond Street
Third Floor
Brooklyn, New York 11201

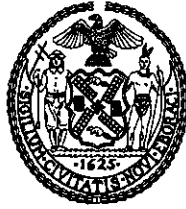
By: A. Mosaku
WALE MOSAKU, ESQ. (AM5872)

SO ORDERED:

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-209
New York, New York 10007
(212) 676-1347

By: Brooke Birnbaum
BROOKE BIRNBAUM (BB 8338)
Assistant Corporation Counsel

[Signature]
U.S.D.J.



Close Case

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U.S.D.J. DEARIE

8/1/05

MICHAEL A. CARDOZO
Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

BROOKE BIRNBAUM
(212) 676-1347
(212) 788-9776 (fax)

July 29, 2005

By Hand

The Honorable Raymond J. Dearie
United States District Judge
United States Courthouse, Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Wilson et al v. City of New York et al. 05-CV-00700 (RJD)(KAM)

Your Honor:

On behalf of both parties to the above-referenced action, I write to respectfully inform the Court that the parties have reached a settlement in the amount of Seventy Thousand Dollars (\$70,000), Thirty Five Thousand Dollars (\$35,000) per plaintiff. Enclosed, please find for Your Honor's endorsement the Stipulation and Order of Settlement and Discontinuance signed by the parties. The parties thank the Court for its assistance in this regard.

Respectfully submitted,

Brooke R.

Brooke Birnbaum (BB 8338)
Assistant Corporation Counsel

Enc.

cc: By Hand (with enclosure)

The Honorable Kiyo A. Matsumoto
United States Magistrate Judge
United States Courthouse, Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

By Facsimile (718) 243-9148 (with enclosure)

Mr. Wale Mosaku, Esq.
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